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**UNITED STATES DISTRICT COURT**

**DISTRICT OF OREGON**

**PORLTAND DIVISION**

PACIFIC OFFICE AUTOMATION, INC., an  
Oregon corporation,

Plaintiff,

v.

PITNEY BOWES, INC., a Delaware  
corporation; PITNEY BOWES GLOBAL  
FINANCIAL SERVICES, LLC, a Delaware  
limited liability company; THE PITNEY  
BOWES BANK, INC., a federal banking  
institution; WHEELER FINANCIAL FROM  
PITNEY BOWES, INC., a Delaware corp.;

Defendants.

Case No. 3:20-cv-00651-AC

**PLAINTIFF'S ANSWER  
TO COUNTERCLAIM**

In response to the Counterclaim, Plaintiff Pacific Office Automation, Inc. (“POA”) answers by admitting, denying, and alleging as follows:

1. POA denies the allegations in Paragraph 1 and denies Defendants' interpretation of the Dealer Agreement; the Agreement speaks for itself.

2. POA denies the allegations in Paragraph 2.
3. POA denies the allegations in Paragraph 3 and denies Defendants' interpretation of the Dealer Agreement; the Agreement speaks for itself.
4. POA denies all allegations of breach in Paragraph 4 and, therefore, denies damages. POA further denies Defendants' attempted analyses of lost profit damages.
5. POA denies the allegations in Paragraph 5 and further affirmatively alleges that PBI has made intentional misrepresentations about the status of discovery and PBI's failure to prove its own damages.
6. POA denies all allegations of breach in Paragraph 6 and, therefore, denies damages. POA further denies Defendants' misstatements about discovery and Defendants' inability to demonstrate damages.
7. POA disputes Defendants' "Reservation of Claims and Defenses," as this alleged reservation of rights ignores other applicable laws and the time period(s) in which to amend pleadings. This "reservation" is wholly improper.
8. POA disputes Defendants' "Objection to Plaintiff's Demand for Jury Trial," as this is an improper means and method to raise such an objection.

#### **GENERAL DENIAL**

9. POA denies each and every allegation of the Counterclaim that is not specifically admitted in this Answer, including any and all allegations stated or implied in the Counterclaim and/or in the Prayer for Relief. POA denies that Defendants are entitled to any relief from POA whatsoever.

#### **AFFIRMATIVE DEFENSES**

Without acknowledging or admitting that it bears the burden of proof, POA asserts the following affirmative defenses:

- A. Defendants fraudulently induced POA into the Dealer Agreement and are not entitled to any relief thereunder.

B. Defendants committed “first breach” of Contract, relieving POA from all obligations under the Dealer Agreement.

- C. Defendants’ claim is barred by the statute of limitations.
- D. Defendants’ claim is barred, in whole or part, by waiver.
- E. Defendants’ claim is barred based on the doctrine of unclean hands.
- F. Defendants’ claim for damages is barred to the extent that it has not incurred actual damages and/or failed to mitigate its damages, if any.

G. POA reserves its right to amend this Answer to assert any other matter constituting an affirmative defense or avoidance as may be revealed to POA during the course of discovery on the Counterclaim.

WHEREFORE, POA respectfully prays for relief from this Court as follows:

- A. Denying Defendants any and all relief requested;
- B. Entering Judgment in favor of POA and against the Defendants;
- C. Awarding POA its attorneys’ fees and costs, to the extent appropriate, based on the Dealer Agreement or any applicable law, statute, or contract provision; and
- D. For any other relief as this Court deems just and proper.

DATED this 29<sup>th</sup> day of July, 2021.

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MANOLIO & FIRESTONE, PLC

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## **CERTIFICATE OF SERVICE**

I hereby certify that I caused a true and correct copy of the foregoing to be served upon all counsel of record to this matter on this 29<sup>th</sup> day of July, 2021, via the Court's CM/ECF System.

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